

मिति ०५/०५/०८

श्री महामहिम राजकुत ज्यू.

नेपाली राजकुतावाका यू. ए. ई. अबुधावी

बिषय:- सहयोग गरी पोछु भन्ने बारे ।

महोदय:

उपरोक्त सम्बन्धमा सविनय नम्र निवेदन यो गर्दछौं की हामी नेपाली कामदार नेपालको ठेगाना 'U.N.S.' स्वच्छन्द निर्माण सेवा प्रा.ली. राखी यू. ए. ई. को (कुवई मैट्रो) जे.टी. मैट्रोमा ओवाको कर्पोरेटान्सद्वारा शाखा मार्फत काम गरी रहेका छौं । तर यहाको कम्पनि सँग भएकै कारण नामाको प्रतिलिपी ६ महिनामा तलब बढाउने, १ वर्षमा विद्या नजान्ने लार्ड आउ, जाउ, टिकट र पाउने सुविधा नगर्दा भरणार्थ गर्ने बाचा अनुसार कुनै पनि सुविधा हाल सम्म नपाएको छैन April २६ तारीख काममा - गइने र विभिन्न छुट्टागत 'माग' समस्या को १ हप्ताभित्र समाधान गर्ने बचन बढुता कम्पनि जे.टी. मैट्रो का जनरल मैनेजर श्री हनकुन रोबर्ट मार्कि बाट पार पछि तरुन्तै आ.आफ्नो कार्यक्षेत्रमा गयो र April २६ तारीख जे.टी. मैट्रोको अफिसमा १-चरणको वार्ता भई फेरी बस्ने र समाधान खोज्ने बाचा सहित सो दिनको बैठक स्थगित गरीयो र फेरी May ४ तारीख आज बस्ने सल्लाह भएको छ ।

हामी लार्ड नेपाल बाट (U.N.S.) स्वच्छन्द निर्माण सेवा प्रा.ली. ले ६, ६ महिनामा तलब छुट्टि गर्ने १ वर्षमा १ महिनाको विद्या १ महिना को बोनस भत्ता, आउ, जाउ, विमान टिकट समेत दिने भनि विभिन्न औभरसिज प्रयोग गरी विभिन्न कम्पनिमा रिसिभ हुने गरी पठाएको तर यहा हामी लार्ड जे.टी. मैट्रो मा काम लगाई नेपालमा दिने पाउने भन्नेको सुविधा छुट्टि नदिएको छैन नदिएको ले नेपालमा गैर कानुनी तरिको बाट भएको अन्य कम्पनि सँगको करारनामा खारेज गरी जे.टी. मैने सँग प्रत्यक्ष करारनामा गरी उल्लेखित समस्या समाधान भए

श्री महामहिम राजकुत ज्यू सँग

शीमान अध्यक्षा ज्यू  
नेपाली समाज यू.ए.ई

तारीख 10-04-2008



विषय: सहयोग गरी पाँउ भन्ने बारे ।

प्रतिकृति

उपरोक्त सम्बन्धमा सविनय तम निवेदन यो छ की हामी नेपाली कामदार नेपाली कामदार नेपालको श्रमाना (S.N.S) स्वच्छन्त निर्माण सेवा राखी यस U.A.E को दर्जना स्थानमा पुग्ने मार्फत श्रम स्वच्छन्त गरिने नेपालको दर्जना म्यान पावर हुने यस ओवाको उपस्थिति हुने कारणमा माफत (S.N.S) नेपाली क्याम्प अल्फोजमा रहे U.A.E. R.T.A. मातहत निर्माणधिन (हुने) मैत्री J.T. MEERO JV. अस्थानमा प्रोजेक्टमा कार्यरत हौं । र यस कम्पनिमा काम गर्दा या यस काहर मा रहेका बस्ने अति आवश्यक ठाउँमा पर । Labourer Egriment करार पत्र (work permit) पताका काममा लागेको छ, 6, महिला विधि एकका सम्म कम्पनिबाट कुनै कानुनि मान्यता राख्ने ठाउँमा पर नपाएको हुने कार्य अवधि यस काहरमा रहने बस्ने र कार्यक्षेत्रमा काम गर्ने अति नै असहज परिस्थिति भएको छ यस U.A.E. श्रम कानूनले मान्यता राख्ने (Labourer Egriment) करार पत्र work permit पताका किलाडन विधि पढ्न गरी कार्य अवधि यस शहरमा रहने बस्ने र कार्य क्षेत्रमा काम गर्ने सहज पातापठा बनाइ दिन सहयोग गरी पाँउ भनि सविनय तम निवेदन गर्दछौं शीमानको जो विचार ।

निवेदक

नेपाली कामदारहरू

सोम बहादुर लामा,   
मुखिल धापा मगर - 



श्री महामहिम राजकुत ज्यू

तारीख 10-04-2008

नेपाली राजकुतावास अबुधापी यू. ए. ई.

विषय- सहयोग गरी पोंड भन्ने बारे

महोदय

उपरोक्त सम्बन्धमा सवितय नम्र निवेदन यो छ की  
हामी नेपाली कामदार नेपालको डेगाता (S.N.S) स्वच्छन्द निर्माण सेवा  
सारणी यस U.A.E को दर्जनों स्थाई कम्पनि मार्फत आम स्विक्त गराई  
नेपालको दर्जनों म्यातपापर हुँदै यस ओवाकी छपेरिंकात कुवई बाखा  
मार्फत (S.N.S) नेपाली क्याम्म अबुधोजमा रहि U.A.E. R.T. A मा-  
तहत निर्माणाधित(कुवई मैट्रो) ज. METRO JV. अस्थाई प्रोजेक्टमा  
कार्यरत छौं। र यस कम्पनिमा काम गर्दा या यस काहरमा रहदा  
बस्दा अति आवश्यक कागज पत्र 'Labourer Egrimant pepar'  
करार पत्र (work permit) पताका काममा लागेको छ, 6 महिना  
बिति सकदा सम्म कम्पनि बाट कुनै छानुती मान्यता सारणै कागज  
पत्र नपारको लै कार्य अवधि यस काहरमा रहन बस्न र कार्यक्षेत्रमा  
काम गर्न अति नै असहज परिस्थिति भएको हुदा यस U.A.E आम  
छानुत लै मान्यता सारणै Labourer Egrimant pepar करार पत्र  
work permit पताका दिलाई कार्य अवधि यस काहरमा रहन  
बस्न कार्यक्षेत्रमा काम गर्न सहज वातावरण बनाई दिनहुन श्री  
महामहिम राजकुत ज्यू समक्ष अपेक्षाकृत सवितय नम्र निवेदन-  
गर्दछौं श्री महामहिम राजकुत ज्यू को जो आज्ञा ।

निवेदक

नेपाली कामदार बसः

बान प्रसाद दुब्जाल बा.पु.सः

विक्रम काही

सुरेश राई

निवेदक  
(सुरेश राई)

General Directorate for Naturalization and Residence



مكتبة الإمارات العربية المتحدة  
وزارة الداخلية  
الإدارة العامة للجسدية والإقامة

Date & place of Issue : 16/09/2007 DUBAI

تاریخ و محل الاصدار

EMPLOYMENT - 10-1-68

None

11. *Handwritten signature*

**Sponsor الكفيل**

NOTES :

1990

- 1 - Validity of Permit : 60 days from date of issue
- 2 - Duration of Stay : 30 days from the date of entry. Persons entering for employment/Residence should report to the Administration within the duration of stay.
- 3 - This permit becomes invalid if any alteration occurs in details
- 4 - Bearer of Visit/Residence permit not allowed to work paid or unpaid

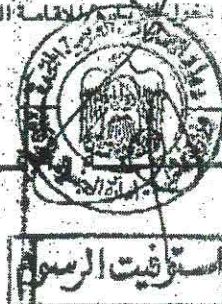
- ١ - صلاحية الاذن ٦٠ يوما من تاريخ
- ٢ - مدة الإقامة ٢٠ يوما من تاريخ التحويل وعلى  
المستأجر ان يعمل او الإقامة من جهة الإدارة خلال تلك المدة
- ٣ - وعلى هذا الاذن اذا ظهر أي خطأ او تعديل في تفاصيله.
- ٤ - لا يجوز تسليم إذن تحويل الى أي جهة الاقامة العمل بأجر أو بدون أجر.

831052/3

Director of Naturalization &amp; Residence



مدارس ادارة الشؤون العامة

[illegible]



ANSAR  
MALL

أنصار  
مอลล์

Date: - June 03, 2007

## EMPLOYMENT CONTRACT



Agreement made & entered into this date June 3<sup>rd</sup> 2007 in between:

10 JUN 2007

- A) Name of the company: M/S Ansar Mall – Sharjah U. A. E.  
B) Name of the employee: Ramesh Timilsina..... Passport  
No... 3867854..... of Nepali Nationality.

Wherein both agreed upon the Following terms:

- |                       |   |   |
|-----------------------|---|---|
| 1. Salary             | : | <u>550</u>                                  |
| 2. Period of contract | : | .....                                       |
| 3. Accommodation      | : | 3 years                                     |
| 4. Transportation     | : | Free furnished sharing accommodation Along  |
| 5. Medical            | : | With female only                            |
| 6. Food               | : | provided by employer                        |
| 7. Air Ticket         | : | Provided by employer                        |
|                       | : | Not provided by employer                    |
| 8. Working hours      | : | Returning Air ticket will be provided after |
| 9. Other benefits     | : | Completion of contract.                     |
| 10. Working Days      | : | 8 Hours per day, 6 days a week              |
|                       | : | as per U. A. E labour law                   |
|                       | : | 6 Days in a week                            |

EMPLOYER

Ansar Mall – U. A. E

(SEAL & SIGNATURE)



EMPLOYEE

NAME OS WORKER

.....  
.....  
Signature

United Arab Emirates  
MINISTRY OF INTERIOR

General Directorate for Naturalization and Residence



دولة الإمارات العربية المتحدة  
وزارة الداخلية  
الإدارة العامة للجينية والإقامة

EMPLOYMENT - عمل

ENTRY PERMIT No. : 2393689/201/2007

Date & place of issue : 06/09/2007 DUBAI

U.I.D. No : 66606355

Allowed to Enter U. A. E. to :

Full Name Mr. RAMESH TIMILSINA

Nationality NEPAL

Place of Birth NEPAL

Date of Birth : 20/01/1977

Passport No. : 3367254

Profession : ORDINARY LABOURER

Accompanied by

Wife : None

Children : None

None

Sponsor الكفيل

Name : ODAYASHI CORPORATION DUBAI BR

Address : 2149595 P.O. Box: 182845 DEIRA 2/1/116029

NOTES :

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- 2 - Duration of Stay : 30 days from the date of entry. Persons entering for employment/Residence should report to the Administration within the duration of stay
- 3 - This permit becomes invalid if any alteration occurs in details
- 4 - Bearer of Visit/Residence permit not allowed to work paid or unpaid

1094090/3

Director of Naturalization & Residence



S. No. 385/064/65  
Seen at the Embassy of Nepal  
Abu Dhabi - U.A.E.



*[Signature]*

*[Signature]*

10 SEP 2007

دخول رقم :

يخ ومحل الاصدار :

قم الموحد

يز بدخول دولة الامارات العربية المتحدة الى :

سم الكامل :

نسبة :

ل الميلاد :

يخ الميلاد :

م الجواز :

هنة :

رافقون

وجه :

بناء :

سم

نوان

نبيه

- صلاحية الاذن ٦٠ يوماً من تاريخه
- مدة الإقامة ٣٠ يوماً من تاريخ الدخول وعلى القادمين للعمل أو الإقامة مراجعة الإدارة خلال تلك المدة .
- يبطل هذا الاذن اذا تخلف الشخص او تعديل في تفاصيله
- لا يجوز لحامل الاذن دخول للبلاد للإقامة العمل بأجر أو بدون أجر .



مدير ادارة الجينية والإقامة



# JOB OFFER

This Job Offer ("the Offer") has been executed on 8th day of September 2007 in Dubai, United Arab Emirates, between:

1. **OBAYASHI CORPORATION**, registered in Dubai, with P.O. Box No. 182845 ("the Employer") and
2. **RAMESH TIMILSINA**, Nepali national with Passport No. 3367254 and permanently residing at c/o Swachchhanda Nirman Sewa (P) Ltd., Kalimati, P.O. Box No. 4097, Kathmandu - 13 ("the Employee")

## PREAMBLE

Whereas the Employer is the lead company of the partnership consortium comprising JT Metro Joint Venture ("the Joint Venture") and is involved in the construction of the Dubai Metro Project, Project owned by the Roads & Transport Authority, DUBAI (UAE) ("the Project"), and

Whereas the Employee desires to work as **Common Labour**.

The Employer and Employee both agree and guarantee for the work within the project of Employer at U.A.E. only

It is agreed upon the following:

## ARTICLE 1.

The Preamble and any annexes are considered a part of this Offer.

## ARTICLE 2. Working Hours

Regular site working hours are, as follows;

From 08:00 am to 12:30 pm  
From 13:30 pm to 17:00 pm

Notwithstanding the regular working hours stated above, the working hours of the Employee may be changed by the Employer to suit the Project's working requirements, seasonal conditions and governmental decrees or legislation. The Employee shall work overtime in addition to normal working hours and non-working days, if necessary, as directed by the Employer. If overtime is deemed necessary by the Employer, a meal break will be taken in the evening from 19:00 hrs to 19:30 hrs.

If necessary to suit the Project progress or working requirements, the Employee shall perform shift work.

The Employee shall record the times of arriving and leaving site and/or office on the prescribed attendance reports.



S.No. 385/064/65  
Secret of the Embassy of Nepal  
Abu Dhabi - U.A.E.

*[Signature]*

*[Signature]* Charge d' Affaires  
110 SEP 2007

### ARTICLE 3. Non-working Days

3.1 The following shall be defined as non-working days:

- a) Fridays;
- b) Gazetted Public Holidays as stipulated by the Ministry of Labour & Social Affairs, UAE;

3.2 The following shall be defined as Special Non-working days:

- a) Other days designated as holidays by the Joint Venture to which the Employer is a part

In case the Employee is required to work on any Special Non-Working days, he would be eligible to Compensatory Off, on a mutually agreed day. Such Compensatory Off must be utilized at the maximum by the following month. Accumulation of Compensatory Off beyond such period is not permissible.

### ARTICLE 4. Health and Safety

4.1 The Employee hereby acknowledges that he/she has received at the moment of the signature of this Offer a copy of the Health & Safety Regulations applicable to the Project. He/ She commit to fully comply with the Health & Safety Regulations and all site notices issued by the Employer and/or Joint Venture with regard to Health & Safety at work.

4.2 The Joint Venture shall provide the Employee with safety equipment in compliance with the company Health & Safety Regulations.

4.3 In case of termination the Employee will return all safety equipment to the Joint Venture.

### ARTICLE 5. Salary and other Benefits

5.1 Monthly Salary

Basic Salary	AED 550.00
Accommodation Allowance	Sharing accommodation will be provided by company
Food Allowance	provided by company
Transport Allowance (to & from Office/ Site)	provided by company

#### **Gross Salary**

**AED 550.00**

(AED Five Hundred Fifty only per month)  
Above salary excludes overtime payment.

5.2 Salary payment shall be made through bank transfer on every 25<sup>th</sup> day of each calendar month to the Employee's assigned bank account in Dubai, as nominated by the Employer. If the payday falls on a non-working day, as defined in Article 3 above, such payment shall be made on the preceding business day.



### 5.3 Other Benefits.



The Employer shall bear the following expenses for the Employee:

- Economy class air ticket by the shortest route for Kathmandu – Dubai and Dubai – Kathmandu (the nearest international airport) at the end of the current Job Offer.
- Fees for work permit/ employment visa/ residence permit, as per UAE laws.
- Medical treatment at site clinic or designated hospital, if necessary, as determined by the Resident Doctor employed by the Joint Venture. Reimbursements of pharmacy expenses, as per JV prevalent rules.
- Compensation for death and injury at the Work Site, as per UAE laws.
- Personal Income tax in Dubai (UAE).
- Repatriation of employees remain in case of death and proper disposition thereof upon previous arrangement with the employee's nearest kin or in absence of the latter, the nearest Nepali embassy or Consulate at the worksite at the employer's expense.

### ARTICLE 6. Employee's duties

The Employee's duties are agreed upon at the moment of the signature of this Job Offer and are annexed to this Offer and form an integral part hereof. The Employer reserves the right to revise or change such duties during the Offer by mutual agreement with the Employee. Any such revised duties will be annexed to the executed version of this Offer.

### ARTICLE 7. Leaves/ Annual Leave

The Employee is entitled to thirty (30) days annual leave, inclusive of any intervening holidays/ non – working days after completion of 12 (twelve) months of service as per internal prevailing policies. Annual leave will be taken on dates approved by the Employer. Such approval will not be unreasonably withheld.

Employee would not be permitted to any kind of leaves during the Probationary period. If the Employee wishes to avail any kind of leave/s, with prior approval, the same shall be treated as "Leave Without Pay".

The cost of an economy class ticket to the Employee's country of origin by the shortest route will be borne by the Employer, as stated in clause 5.3.

### ARTICLE 8. Termination

8.1 This Offer shall be terminated, if any of the following events occur:

- 8.1.1 If the Employer and Employee mutually agree to terminate the Offer with a 30 days written notice from either side on completion of Probationary period.
- 8.1.2 If the Offer of the Employer with Roads & Transport Authority, Dubai (UAE) to design and construct the Dubai Metro Project expires or is terminated by either party and as a result the Employer is forced to cease operations on this Project;
- 8.1.3 In the event of death or permanent total incapacity of the Employee.



- 8.2 This Offer may be terminated forthwith without notice, if any of the following events occur:
- 8.2.1 If the Employee is dismissed during the Probationary period or immediately on its expiry.
  - 8.2.2 If the Employee causes serious loss or damage to the property and interests of the Joint Venture and or the Project.
  - 8.2.3 If the Employee repeatedly fails to carry out his/ her duties, as instructed by the Employer or detailed under the Offer.
  - 8.2.4 If the Employee disobeys any instruction relating to health and safety, amounting to a serious breach of the international rules and regulations applicable on the Project.
  - 8.2.5 If the Employee commits a criminal offence or any act in breach of UAE Laws.
  - 8.2.6 If the Roads & Transport Authority, Dubai (UAE), who is the owner of the Project and/ or Systra Parsons, who is the Consultant of the Project, objects and/ or requires the Employer to remove the Employee because they consider that the Employee misconducts her/himself or is incompetent or negligent in the performance of his/her duties, or that his/her presence on site is otherwise considered inappropriate or undesirable by the Roads & Transport authority, Dubai (UAE) and/ or Systra Parsons.

## **ARTICLE 9. Duration of the Contract**

This Offer is valid from the employee's first day to report to work in Dubai and is valid for a period of ONE (1) year. The first 6 months of the Offer will be considered as "Probationary period".

This Offer will terminate upon the expiry date herein unless the Employer offers to extend the Offer for a fixed period and the Employee agrees to extend for that fixed period by giving notice of acceptance at least 30 days in advance of the expiry date.

## **ARTICLE 10. Governing Law and Jurisdiction**

This Offer is governed by Federal Law N. 8 of 1980 as amended. Dubai Courts shall have jurisdiction over any dispute arising here from or in connection herewith.

In witness thereof the parties have executed and delivered this Offer and its annexes on the date above written, in two (2) copies, one for the Employer and one for the Employee.

  
**Yoji Hiraoka**  
**Project Director**  
**Obayashi Corporation**  
The Employer  
Date :

**Ramesh Timilsina**  
The Employee  
Date :